

UNITED STATES DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES
SUITE 400 NORTH
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WASHINGTON, DC 20001

Date: AUG 14 1997
Case No.: 97-ERA-49

In the Matter of

CRAIG W. TRIMBLE,
Complainant

v.

PORTLAND GENERAL ELECTRIC COMPANY,
Respondent.

BEFORE: JOHN M. VITTON
Chief Administrative Law Judge

**RECOMMENDED ORDER APPROVING SETTLEMENT
AND DISMISSAL OF COMPLAINT**

This matter arose pursuant to the employee protection provision of the Energy Reorganization Air Act (ERA), 42 U.S.C. § 5851. The parties have submitted a settlement agreement for review by the presiding judge.¹ In cases arising under the ERA, settlement agreements must be reviewed by the Secretary for a determination of whether the agreement is fair, adequate and reasonable. *Hoffman v. Fuel Economy Contracting*, 87-ERA-33 (Sec'y Aug. 4, 1989); *Milewski v. Kansas Gas & Electric Co.*, 85-ERA-21 (Sec'y Jan. 15, 1988)(order), *aff'd on recon*, (Sec'y Apr. 23, 1990)(order).

It appears that the agreement may encompass the settlement of matters arising under various laws, only one of which is the ERA. *See* ¶ E.1. Review of the agreement by the Secretary, however, is limited to determining whether its terms are a fair, adequate and reasonable settlement of the Complainant's allegations the Respondent violated the ERA. *Poulos v. Ambassador Fuel Oil Co., Inc.*, 86-CAA-1, slip op. at 2 (Sec'y Nov. 2, 1987).

¹I received the settlement from the OSHA Acting Regional Administrator from Seattle, Washington. Apparently, the parties misdirected the settlement to his attention.

I find that the agreement provides for a fair, adequate and reasonable settlement of Complainant's ERA complaint. I note that Paragraph D. specifies the amount designated for attorney's fees, as required by *Guity v. Tennessee Valley Authority*, 90-ERA-10 (ARB Aug. 28, 1996), and that Paragraph O. provides the certification, as required by *Biddy v. Alyeska Pipeline Service Co.*, 95-TSC-7, slip op. at 3 (ARB Dec. 3, 1996), that there are no other agreements for any other claims arising from the same factual circumstances forming the basis of the federal claim. Accordingly, I recommend that the Administrative Review Board APPROVE the agreement and DISMISS THE COMPLAINT WITH PREJUDICE.

JOHN M. VITTON
Chief Administrative Law Judge

JMV/trs